



**COUNTY OF SAN DIEGO**  
**DEPARTMENT OF PLANNING AND LAND USE: Zoning**  
**EVIDENCE OF LEGAL PARCEL**

Please attach this sheet to application forms submitted to the Department of Planning and Land Use (DPLU).

Applicant's name Rugged Solar LLC Telephone 858-638-0984  
Mailing address 4250 Executive Square, Suite 770  
City San Diego State CA Zip 92037 email: patrick.brown@soitec.com

You are required to supply documentation that this property constitutes a legal parcel before the County can accept an application for a discretionary permit. See Policy G-3.

This form and associated evidence will be reviewed by DPLU upon submittal of your application. A request for a Certificate of Compliance must be filed concurrently or in advance of this application if the evidence presented is insufficient to determine this parcel as being a legal lot or if determination will require substantial research.

If it is determined that the parcel is not a legal lot, or that the Covenants of Improvements have not been released, no permit or other approval may be granted until corrective action has been completed.

**For Administrative Permit, Site Plan, Use Permit or Variance applications (including modifications or minor deviations), a complete legal description of all subject lots is required. Attach a separate sheet if necessary or use the reverse side of this form.**

Assessor's Parcel Number see attached sheet AND Title Reports for Deeds.

Signature of Applicant

*Clark Crawford*  
Rugged Solar LLC  
By: Soltec Solar Development LLC  
Clark Crawford, Attorney in Fact

**FOR DEPARTMENT USE ONLY**

This parcel is a legal parcel as evidenced by Documents

Included for legal

(Enter map and parcel number, case number, file page number and date, etc., used to arrive at this decision.)

Determination of legal parcel must be made by Project Planner in relation to \_\_\_\_\_

\_\_\_\_\_ in process at this time.  
TPM, B/A or CC

Signature

Title

Date



DPLU-320 (12/09)

SDC DPLU RCVD 05-15-12

**P12-007**

## Legal Description

**SDC DPLU RCVD 05-15-12**

**P12-007**

## PROJECT LEGAL DESCRIPTION

The Project Legal Description is described as that real property located in the unincorporated area of the County of San Diego, State of California and is further described as follows:

Owner: **Frankie R. Thibodeau 2011 Trust**  
APN: 611-091-07, 612-030-19-00 AND 612-030-01-00

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

### PARCEL A:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 17, SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTHERLY 30 FEET OF PARCEL 3 OF PARCEL MAP NO. 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

### PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

### PARCEL D:

AN EASEMENT FOR ROAD PURPOSES OVER THE SOUTHERLY 30 FEET OF PARCEL 2 OF PARCEL MAP 2990, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

### PARCEL E:

AND EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30.00 FEET OF THE WESTERLY 60.00 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 SOUTH RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Owner: **Vista Oaks Business Park, L.P.**  
APN: 611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00, 611-091-09-00

ALL THAT CERTAIN real estate lying and being situated in San Diego County, California being more particularly bounded and described as follows:

PARCEL 1:

PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 9, 2011 AS INSTRUMENT NO. 2001-0076862 OF OFFICIAL RECORDS, AND DESCRIBED THERIN AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; AND THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND A SIXTY (60) FOOT STRIP ALONG THE ENTIRE LENGTH OF THE NORTHERLY BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 2:

AN APPURTENANT EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND PUBLIC UTILITY PURPOSES, OVER UNDER, ALONG AND ACROSS THE NORTHERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

PARCEL 3:

EASEMENTS AND RIGHTS AS SET FORTH IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECEMBER 11, 2007 AS INSTRUMENT NO. 2007-0764821, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

Owner: **Waterstone Support Foundation, Inc.**  
APN: 611-110-61

All that certain real property located in San Diego County, California, described as follows:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

Owner: **Harmony Grove Partners L.P**  
APN: 611-100-02, 611-100-01

All that certain real property located in San Diego County, California, described as follows:

**PARCEL 1**

THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED SEPTEMBER 6, 1880.

**PARCEL 2:**

THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LANDS AND FURTHER EXCEPTING THEREFROM THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, OR GAS, AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFOR, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCES CODE, AS RESERVED BY THE STATE OF CALIFORNIA BY DOCUMENT RECORDED JULY 5, 1957 IN BOOK 6651, PAGES 54 AND 55 OF OFFICIAL RECORDS.



**First American Title Insurance Company  
National Commercial Services**

**4380 La Jolla Village Drive, Suite 110  
San Diego, CA 92122**

April 20, 2011

Daniel McCarthy  
Cushman & Wakefield of San Diego, Inc.  
4435 Eastgate Mall, Suite 200  
San Diego, CA 92121  
Phone: (858)452-6500  
Fax: (858)452-3206

Customer Reference: Vista Oaks

Title Officer: Ralph Snyder-Danette Starling-Vince Tocco  
Phone: (858)410-3886  
Fax No.: (877)461-2094  
E-Mail: titleteam20@firstam.com

Buyer: To Be Determined

Owner: Vista Oaks Business Park, L.P.

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

*First American Title Insurance Company*

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 15, 2011 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Vista Oaks Business Park, L.P., a California Limited Partnership

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee as to Parcel 1; an easement as to Parcels 2 and 3

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Rights of the public in and to that portion of the land lying within any road, street or highway.
5. An easement for public highway and incidental purposes, recorded June 21, 1933 in Book 229, Page 64 of Official Records.  
In Favor of: County of San Diego  
Affects: As described therein
6. An easement for public utilities and incidental purposes, recorded March 11, 1971 as Instrument No. 46667 of Official Records.  
In Favor of: Mountain Empire Electric Corporation, Inc., a corporation  
Affects: As described therein

The location of the easement cannot be determined from record information.



7. An easement for public utilities and incidental purposes, recorded April 13, 1976 as Instrument No. 108066 of Official Records.  
In Favor of: James C. Fuquay and Wanda E. Fuquay, husband and wife, as joint tenants  
Affects: As described therein
8. An easement for ingress and egress, road and public utility and incidental purposes, recorded August 16, 2002 as Instrument No. 02-0698092 of Official Records.  
In Favor of: York A. Heimerdinger and Tina M. Heimerdinger, husband and wife as joint tenants  
Affects: As described therein
- Said easement has been granted and reserved in various deeds of record.
9. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded August 16, 2002 as Instrument No. 02-0698093 of Official Records.
10. An easement for ingress and egress, roadway and utility and incidental purposes, recorded December 11, 2007 as Instrument No. 2007-0764819 of Official Records.  
In Favor of: Harmony Grove Partners L.P., a California Limited Partnership, and TLC Development L.P., a California Limited Partnership  
Affects: As described therein
- The location of the easement cannot be determined from record information.
11. An easement for ingress and egress, roadway and utility and incidental purposes, recorded December 11, 2007 as Instrument No. 2007-0764821 of Official Records.  
In Favor of: Vista Oaks Business Park L.P., a California Limited Partnership and TLC Development L.P., a California Limited Partnership  
Affects: As described therein
- The location of the easement cannot be determined from record information.
12. Rights of parties in possession.

**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$1,189.19, PAID  
Second Installment: \$1,189.19, PAID  
Tax Rate Area: 91051  
APN: 611-090-04-00
2. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$589.89, PAID  
Second Installment: \$589.89, PAID  
Tax Rate Area: 91051  
APN: 611-091-03-00

3. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$1,279.64, PAID  
Second Installment: \$1,279.64, PAID  
Tax Rate Area: 91051  
APN: 611-090-02-00
4. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$1,166.57, PAID  
Second Installment: \$1,166.57, PAID  
Tax Rate Area: 91051  
APN: 611-060-04-00
5. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$26.84, PAID  
Second Installment: \$26.84, PAID  
Tax Rate Area: 91051  
APN: 611-091-09-00
6. The property covered by this report is vacant land.
7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
8. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
9. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendment;
  3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please  
contact your Escrow Officer.\*\*\*\*\**

### **LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

**PARCEL 1:**

PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0076862 OF OFFICIAL RECORDS, AND DESCRIBED THEREIN AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; AND THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND A SIXTY (60) FOOT STRIP ALONG THE ENTIRE LENGTH OF THE NORTHERLY BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

**PARCEL 2:**

AN APPURTENANT EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND PUBLIC UTILITY PURPOSES, OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

**PARCEL 3:**

EASEMENTS AND RIGHTS AS SET FORTH IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECEMBER 11, 2007 AS INSTRUMENT NO. 2007-0764821, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

APN: 611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00 and 611-091-09-00

**The First American Corporation**  
First American Title Company  
Privacy Policy

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970**  
**SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

### 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

##### Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

### 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

### 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

#### SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

##### Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

### 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE



The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### **7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

#### **SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

#### **8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or

- any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
  3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed or agreed to by the insured claimant;
    - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
    - (c) resulting in no loss or damage to the insured claimant;
    - (d) attaching or created subsequent to Date of Policy; or
    - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
  4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
    - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      - (a) to timely record the instrument of transfer; or
      - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL  
TITLE INSURANCE POLICY - 1987  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.

5. Lack of a right:  
 \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or  
 \* in streets, alleys, or waterways that touch your land  
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

# 11. EAGLE PROTECTION OWNER'S POLICY

## CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

**Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protection
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

# 12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
    - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
  6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

### 13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

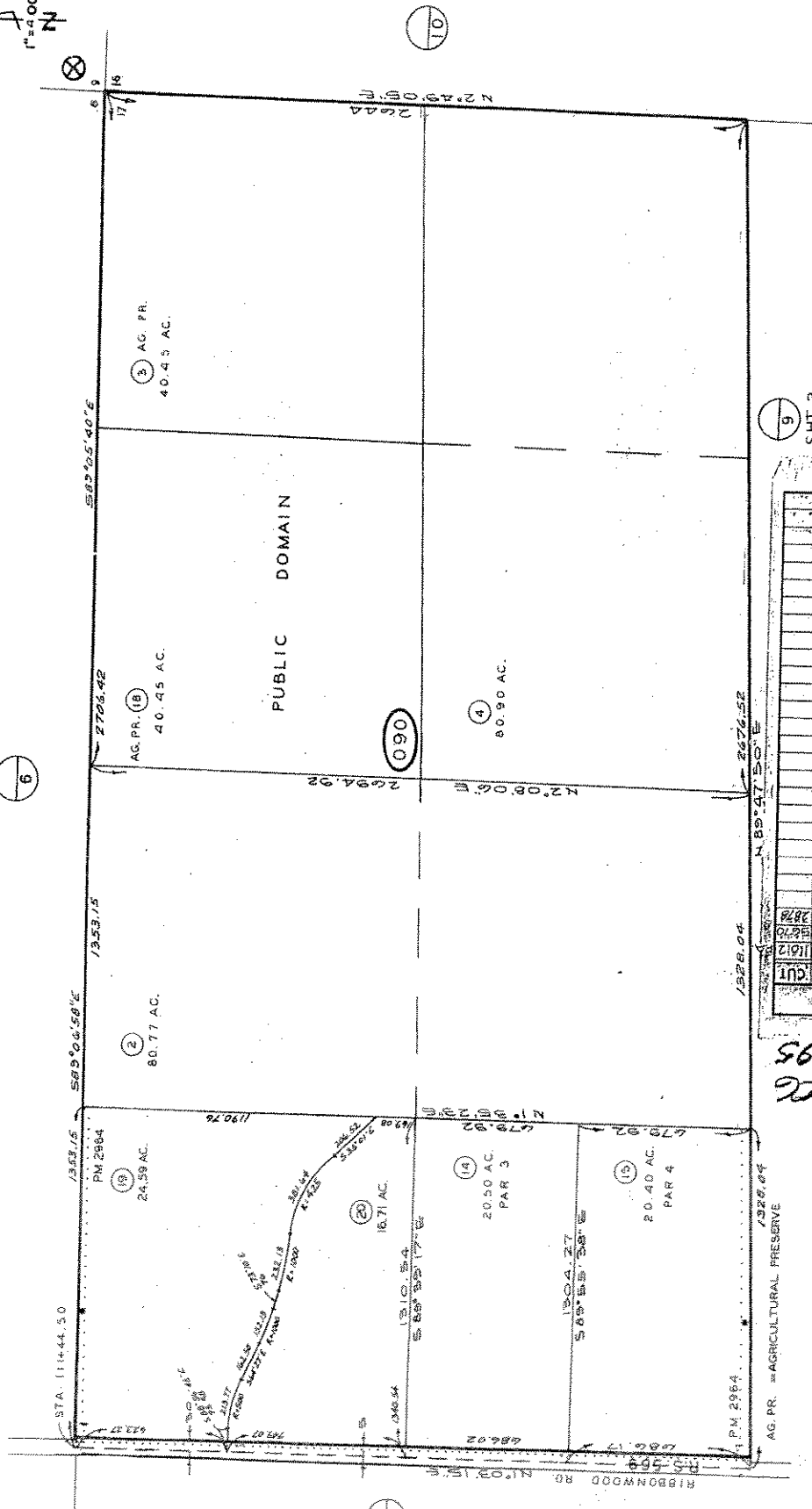
**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



2-4000



FOR REEDUCATION

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP BR 611 PG 09  
SHT 1 OF 2

SEC: 17-T17S-R7E - N H

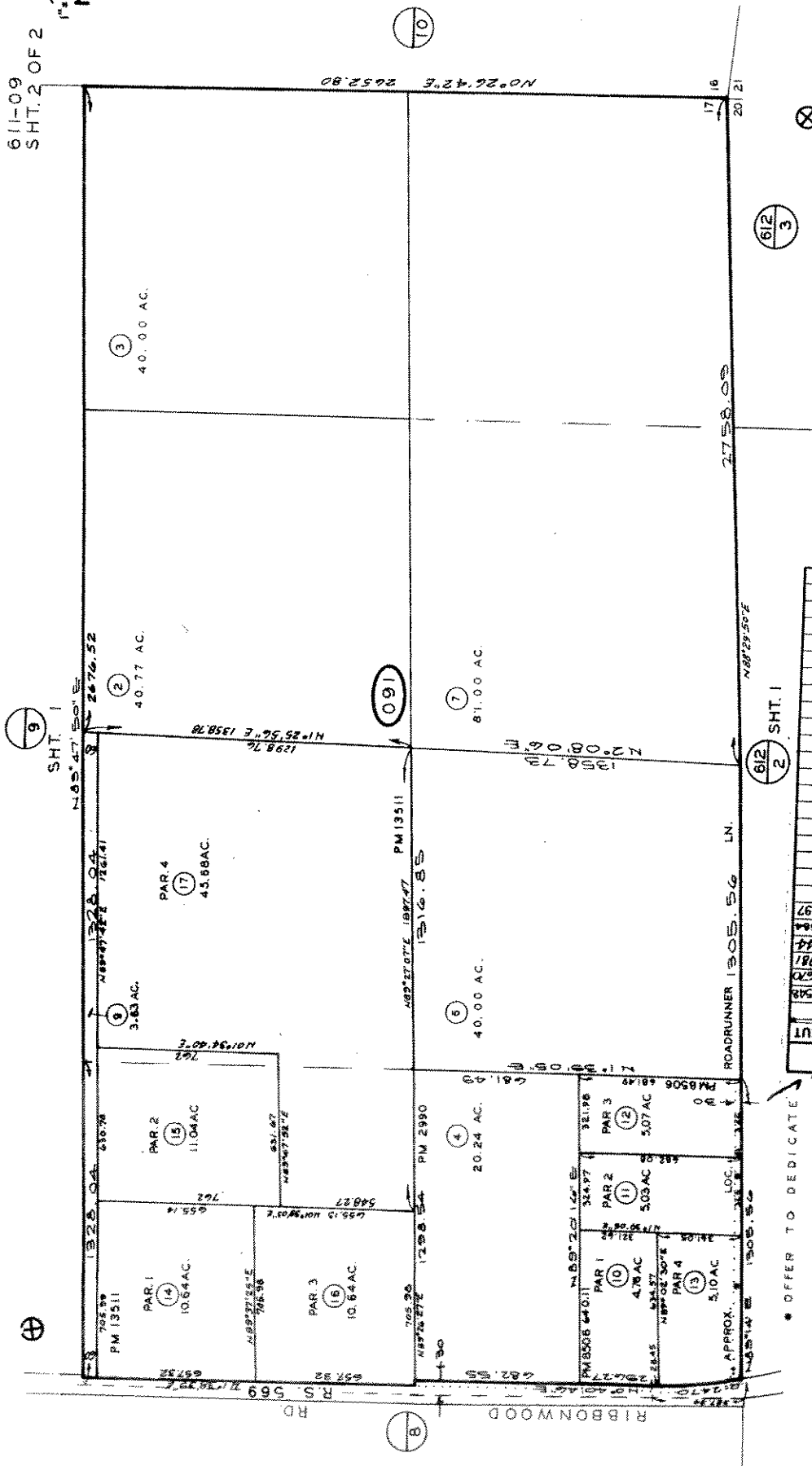
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SHT. 2

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4007



SEC. 17-T17S-R7E - SH

CHANGES	BLK	OLD	NEW	YR	CUT
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081	2	2457	05-5	05-17	05-17
180	1	08-1	05-5	05-17	05-17
160	5	10-17	08-1	05-17	05-17
081	0	14-17	08-1	05-17	05-17

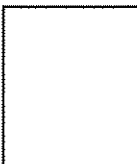



MAPPED FOR ASSESSMENT PURPOSES ONLY

SAN DIEGO COUNTY ASSessor's MAP SH 6116 00  
SHT 2013

• REFER TO DEDICATED





<div data-bbox="84 121 219 283">  </div> <div data-bbox="84 283 219 672"> <p>Reference No.: 419022 County: San Diego</p> </div>	<div data-bbox="219 121 1393 283"> <p><b>Location Map</b></p> <div data-bbox="219 283 1393 672"> <p><b>Legend</b></p> <div data-bbox="219 283 324 420">  PARCEL 1 </div> <div data-bbox="219 420 324 556">  PARCEL 2 </div> <div data-bbox="219 556 1393 672"> <p>PARCEL 3 - Not Plottable</p> </div> </div> </div> <div data-bbox="219 672 1393 1801">  </div>	<div data-bbox="1393 121 1528 283"> <p>Tax ID: 611-090-02-00, 611-060-04-00, 611-090-04-00, 611-091-03-00 &amp; 611-091-09-00 Short Legal: A Portion of County of San Diego</p> </div> <div data-bbox="1393 283 1528 672"> <p>Map Not To Scale</p> </div> <div data-bbox="1393 672 1528 1976"> <p>This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.</p> </div>
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Reference No.: 419022  
County: San Diego

## Plotted Easements

## Legend



PARCEL 1



06/21/1933 Bk229 Pg64  
(Public Highway)

03/11/1971 #46667  
(Right of Way - Not



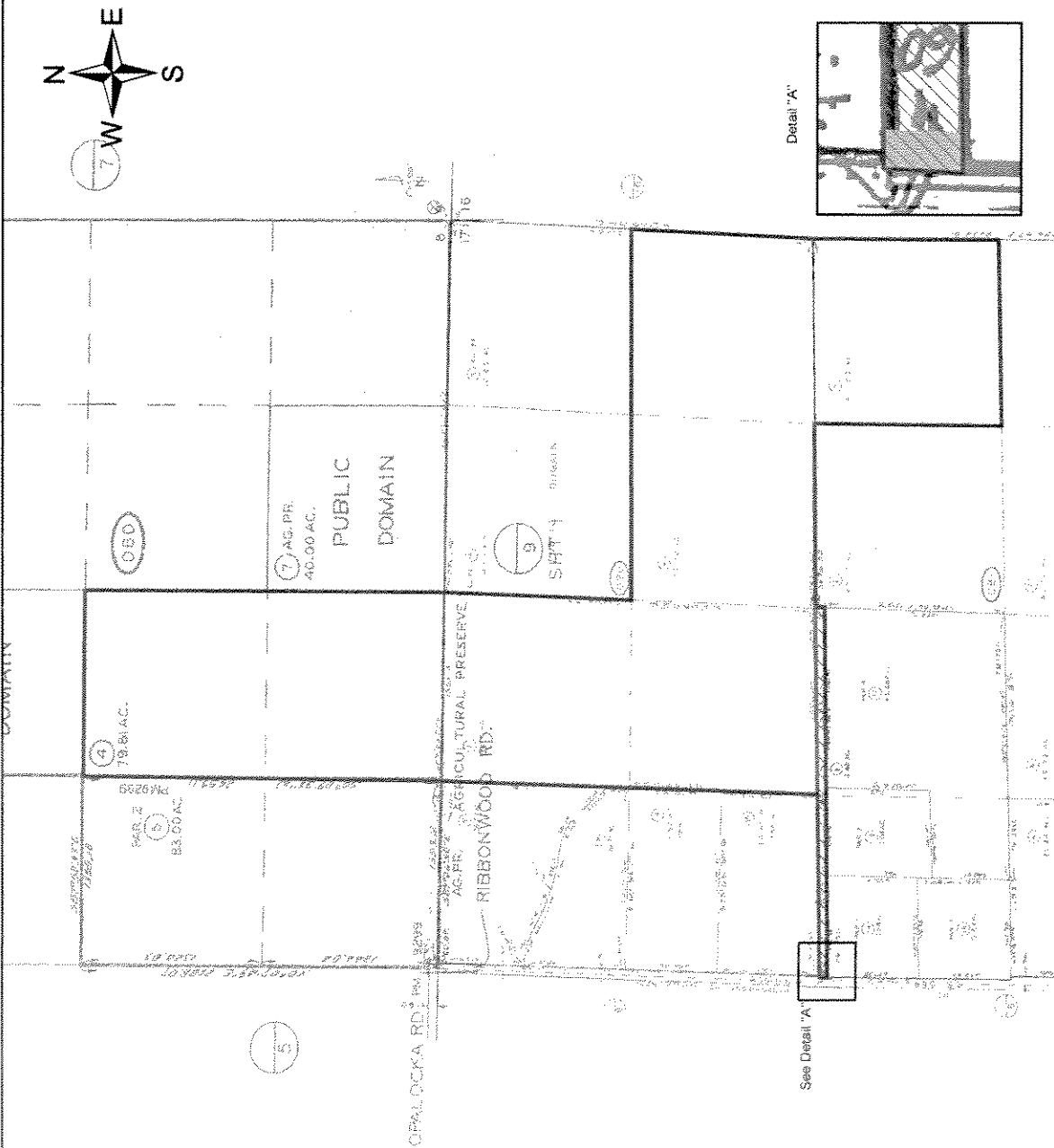
04/13/1976 #108066  
(Public Utilities)



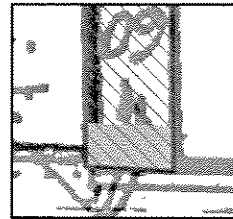
08/16/2002 #02-0698092  
(Ingress,Egress,Road  
& Public Utility)

12/11/2007 #2007-0764819  
(Ingress,Egress,Road &  
Public Utility - Not Plottable)

12/11/2007 #2077-0764821  
(Ingress,Egress,Road &  
Public Utility - Not Plottable)



Detail "A"



Tax ID: 611-090-02-00,611-060-04-00,611-090-04-00,611-091-03-00 & 611-091-09-00

Short Legal: A Portion of County of San Diego

Map Not  
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.



RECORDED REQUEST OF  
**First American Title**  
SUBDIVISION MAPPING DEPT.

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL TO:**  
Vista Oaks Business Park, L.P.  
14907 Montana Serena  
El Cajon, CA 92021

15906

1685199

fb  
up  
up  
TT  
con

DOC # 2005-0195844



MAR 09, 2005 2:50 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 858.00  
DC: 00  
PAGES: 6



Space Above This

2005-0195844

A.P.N.: 611-090-02, 611-090-04, 611-091-03, 611-060-04 & 611-091-09

File No.: NCS-129347-SD (LG)

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$825.00; CITY TRANSFER TAX \$0.00;

- ☒ computed on the consideration or full value of property conveyed, OR  
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
☒ unincorporated area; ☐ City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Real Estate Partnership #2, a California general partnership**

hereby GRANTS to **Vista Oaks Business Park, L.P., a California Limited Partnership**

the following described property in the unincorporated area of County of **San Diego**, State of **California**:

**Complete legal description attached hereto and made a part hereof marked as Exhibit "A"**

Dated: 02/16/2005

A.P.N.: 611-090-02

Grant Deed - continued

File No.: NCS-129347-SD  
(LG)  
Date: 02/16/2005

Real Estate Partnership #2, a California  
General Partnership

15907

  
By: Marilyn Ruseff, Partner

  
By: Ernest S. Tucker, Partner

By: Stanley J. Lloyd, Trustee AMCN Trust  
dated April 4, 1995, Partner  
4

  
By: Stanley J. Lloyd, Trustee

By: Robert M. Nakamura, Trustee of the  
Nakamura Family Trust dated August  
27, 1975, as amended and restated on  
June 23, 1994, Partner

  
By: Robert M. Nakamura, Trustee

By: Marjorie Ruth Rice, as Successor  
Trustee of the Rice Family Trust dated  
June 5, 1985, Partner

  
By: Marjorie Ruth Rice, Successor  
Trustee



By: Vollie N. Waggoner and Abbie K.  
Waggoner, Co-Trustees of the  
Waggoner Family Trust dated April 4,  
1983, Partner

15908

Vollie N. Waggoner  
By: Vollie N. Waggoner, Co-Trustee

Abbie K. Waggoner  
By: Abbie K. Waggoner, Co-Trustee

STATE OF California }  
COUNTY OF San Diego } ss.  
}

On February 17, 2005 before  
me, Michele D. Freidhoff notary, personally  
appeared Ernest S. Tucker, Robert M. Nakamura, Vollie N. Waggoner and \*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

\* Abbie K. Waggoner

WITNESS my hand and official seal.

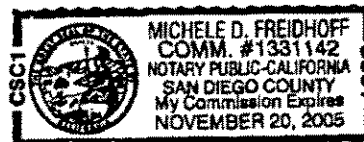
This area for official  
notarial seal

Signature Michele D. Freidhoff

My Commission Expires: November 20, 2005

Notary Name: Michele D. Freidhoff  
Notary Registration Number: 1331142

Notary Phone: 760-268-4200  
County of Principal Place of Business: San Diego





15909

STATE OF CALIFORNIA  
COUNTY OF San Diego

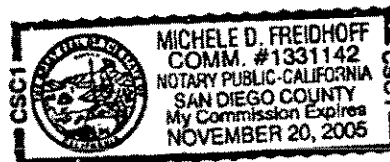
} ss.

On February 24, 2005, before me, Michele D. Freidhoff notary,  
personally appeared Marilyn Ruser and Marjorie Ruth Rice  
\_\_\_\_\_, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Michele D Freidhoff

(This area for official notarial seal)

Title of Document

Grant Deed

Date of Document

02/16/05

No. of Pages

Other signatures not acknowledged



15910

STATE OF CALIFORNIA  
COUNTY OF San Diego

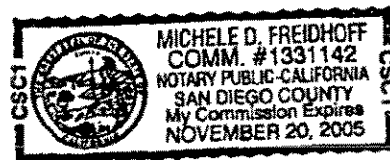
} ss.

On February 22 2005 before me, Michele D. Freidhoff, notary,  
personally appeared Stanley J. Lloyd

\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

Title of Document

Grant Deed

Date of Document

02/16/05

No. of Pages

Other signatures not acknowledged

15911

Order Number: DEC-1685199 (sp)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

**Parcel 1:**

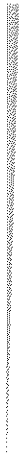
The East half of the Southwest quarter of Section 8; and the East half of the Northwest quarter; and the Northeast quarter of the Southeast quarter; and the South half of the Northeast quarter and a sixty (60) foot strip along the entire length of the Northerly boundary of the North half of the Southwest quarter of Section 17, all in Township 17 South, Range 7 East, San Bernadino Meridian, according to the United States Government Survey.

Said property being described as Parcel "A" in a certificate of compliance recorded on February 9, 2001 as instrument no. 01-0076862 of Official Records of said San Diego County.

**Parcel 2:**

An appurtenant easement and right of way for ingress and egress, road and public utility purposes, over, under, along and across the Northerly 30 feet of the Northwest quarter of the Southeast quarter Section 17, Township 17 South, Range 7 East, San Bernadino Meridian, according to the United States Government Survey.

APN: 611-090-04-00 and 611-091-03-00 and 611-090-02-00 and 611-060-04-00 and 611-091-09-00



time of sale, and after any such sale and due payment, made, shall execute and deliver to such purchaser a deed or deeds conveying the property so sold, but without covenant or warranty, express or implied, regarding title, possession or incumbrances. Trustor hereby agrees to surrender immediately and without demand possession of said property to such purchaser. The recitals in such deed or deeds of any matters or facts affecting the regularity or validity of said sale shall be conclusive proof of the truthfulness thereof and such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited. Trustee, Beneficiary, any person on behalf of either, or any other person, may purchase at such sale.

H. Trustee shall apply the proceeds of any such sale to payment of:

1. (a) Expenses of sale; (b) all costs, fees, charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale.
2. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent per annum.
3. Accrued interest on said note, or notes.
4. Unpaid principal of said note; or if more than one, the unpaid principal thereof pro rata and without preference or priority; and
5. The remainder, if any, to the person or persons legally entitled thereto, upon proof of such right.

I. This Deed of Trust in all its parts applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

J. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

In this Deed of Trust, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Witness the hand of Trustor, the day and year first above written.

In the presence of:  
R. S. Crane

Mary V. Kerns  
Fred W. Kerns

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO, ) ss.

On this 19th day of June, 1933, before me, the undersigned, a Notary Public in and for said County, personally appeared Mary V. Kerns and Fred W. Kerns known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



E. M. Boutwell  
Notary Public in and for said  
County and State.

Recorded at request of Southern Title & Trust Co. Jun 21 1933 at 9 A.M.

Fee \$3.60 29

O. K. Swope County Recorder  
By Deputy D. Cole

29584

# EASEMENT FOR COUNTY ROAD

ROAD SURVEY 569

We Geo. Wahl and Pauline Wahl husband and wife, for and in consideration of the sum of ONE DOLLAR (\$1.00) do hereby grant to the County of San Diego, State of California, an Easement for the purpose of a right-of-way variable wide, for use as a public highway, across and over the following described property.

Tract 42, and the West half of Section 17, and the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, T. 17 S., R. 7 E., S.B.M., according to United States Government Survey approved by the Surveyor General's Office April 10, 1923.

Said right-of-way being more particularly described as follows:

The Easterly 25 feet of said Tract 42;  
Also: the Westerly 25 feet of the NW $\frac{1}{4}$  of said Section 17;

Also: the westerly 25 feet of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17;

Also: a parcel of land across the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17 and the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, said township, more particularly described as follows: Beginning at the northwest corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 17, the same being the northeast corner of said Tract 42, and running thence from said point of beginning along the northerly line of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , easterly a distance of 25 feet; thence along a line 25 feet distant easterly from and parallel to the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, S. 0° 37' W. 978.14 feet to the beginning of a curve to the left having a radius of 2475 feet; thence along said curve through an angle of 17° 39' 30" a distance of 762.79 feet; thence S. 17° 02' 30" E. 377.41 feet; thence S. 15° 23' 30" E. 739.28 feet to a point on the south line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20; thence along said south line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section N. 88° 07' 30" W. 52.36 feet; thence N. 15° 23' 30" W. 723 feet; thence N. 17° 02' 30" W. 376.69 feet to the beginning of a curve to the right having a radius of 2585 feet; thence along said curve through an angle of 8° 48' 55" a distance of 308.49 feet, to a point on the north line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 20; thence along said north line S. 88° 55' W. 5.02 feet to the section corner common to Sections 17, 18, 19 & 20, said township; thence along the west line of Section 17, being also the east line of Tract 42, said township, N. 0° 37' E. 1366.56 feet to the point of beginning.

Said easement to continue in full force and effect so long as said property is used for road purposes and until that portion of the public highway contained in the above described premises has been lawfully vacated by the duly constituted public authorities, at which time said property shall revert to the grantors their executors, administrators or assigns.

WITNESS our hands and seals this 14th day of June, 1933.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO. ) SS.

Geo. Wahl (seal)  
Pauline Wahl (seal)

On this 14th day of June in the year 1933, before me, J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared Geo. Wahl and Pauline Wahl known to me to be the persons described in and whose names are subscribed to and who executed the annexed instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at at my office in the County of San Diego, the day and year in this Certificate first above written.

J. B. McLEES  
COUNTY CLERK and ex-officio Clerk of the  
Superior Court,  
By Albert W. Daniels Deputy

In the Matter of Accepting Easement  
for Road Survey 569 Second Road District

(NEW TOWN)

ON MOTION OF Supervisor Richards, seconded by Supervisor Trussell, the following Resolution is adopted by the BOARD OF SUPERVISORS:

WHEREAS, GEO. WAHL AND PAULINE WAHL, husband and wife, have tendered to this Board, a Deed dated June 14, 1933, conveying to the County of San Diego, an easement for a public highway of variable width over and across:

Tract 42, and the west one-half (W $\frac{1}{2}$ ) of Section 17, and the northwest Quarter (NW $\frac{1}{4}$ ) of the northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, Township 17 S. Range 7 East, S.B.M., according to United States Government survey approved by the Surveyor General's Office April 10, 1923.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, HEREBY RESOLVES, AS FOLLOWS:

That the said deed be, and the same is hereby accepted; and the Clerk of this Board is hereby ordered and directed to cause the same to be recorded in the office of the County Recorder of the County of San Diego, State of California.

PASSED AND ADOPTED by the Board of Supervisors, of the County of San Diego, State of California, this 19th day of June, 1933, by the following vote to-wit:

AYES: Supervisors: Hastings, Richards, Trussell, McMullen and Burley.  
NOES: Supervisors: None.  
ABSENT: Supervisors: None.

66

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO. } SS.

I, J. B. McLees, do hereby certify that I am the County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors, of the said County. That the foregoing Resolution was passed and adopted by the Board of Supervisors, at a Regular meeting thereof at the time and by the vote above stated.

BOARD OF  
SUPERVISORS  
SAN DIEGO COUNTY  
CAL.

J. B. McLees, County Clerk and ex-officio Clerk  
of the Board of Supervisors.  
By C. Buckley Deputy

Filed Jun 19 1933 J. B. McLees, County Clerk By Helen Buck, Deputy

Recorded at request of County Board of Supervisors Jun 21 1933 8 min. past 4 P.M.  
Fee -----

9

O. M. Swope County Recorder  
By Deputy D. Cole

29668

COMPARER

*Rich Hubbard*

APPROVED COUNTY RECORDER

-----000000000000-----

2-10-49 *Miles* *7414*  
*B.R.* *1470*

THIS MORTGAGE, Made the 18th day of June A.D. Nineteen Hundred and Thirty-three

by H. S. McIntosh and Pearl M. McIntosh husband and wife, Mortgagors

To Francis C. Miles, Mortgagee

WITNESSETH: That the said Mortgagors mortgage to the said Mortgagee all those certain pieces or parcels of land situate in the City of San Diego, County of San Diego, State of California, bounded and described as follows, to-wit:

Lots Twenty-five (25), Twenty-six (26), and Twenty-seven (27) in Block Two Hundred Seventy-four (274) of Pacific Beach, according to maps thereof Nos. 897 and 854 filed in the office of the County Recorder of said San Diego County, January 8, 1892 and September 28, 1898, respectively,

as security for the payment of the principal, interest and attorney's fees specified and provided for in one certain Promissory Note of date June 18, 1933, in words and figures following, to-wit:

\$1,000.00

San Diego, California, June 18, 1933

Five (5) years after date, without grace, for value received we promise to pay to the Order of Francis C. Miles at San Diego, California, ONE THOUSAND and no/100 Dollars, with interest at the rate of seven per cent. per annum from date until paid, interest payable semi-annually and if not so paid to be compounded semi-annually and bear the same rate of interest as the principal; and should the interest not be paid when due then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in Gold Coin of the United States. Should suit be commenced, or an attorney employed to enforce the payment of this Note, we agree to pay an additional sum of ten per cent. on principal and accrued interest, as attorney's fees in such suit.

No. - - -

/s/ H. S. MCINTOSH  
/s/ PEARL M. MCINTOSH

AND IT IS HERESTY COVENANTED that the mortgagors shall pay all taxes and assessments upon said premises, and shall keep fully insured against loss by fire in an amount not less than the indebtedness secured hereby all buildings upon said premises, with loss, if any, payable to the mortgagee as his interest may appear, and deliver such policy of insurance to the mortgagee. And if said mortgagors fails to take out and maintain such insurance, or fails to deliver such policy of insurance to the mortgagee, then the mortgagee may take out and maintain such fire insurance.

IT IS ALSO COVENANTED that in case of default by the mortgagors the mortgagee may make or cause to be made a foreclosure search for the purpose of ascertaining the necessary parties to a foreclosure suit.

AND in case of default by the mortgagors to pay said taxes, assessments and insurance, then the mortgagee may pay the same, and any and all amounts so paid by said mortgagee for taxes, assessments, insurance or foreclosure search shall become a debt owing by the mortgagors to the mortgagee, and shall be secured by this mortgage and bear interest at the rate of One per cent. per month from the date of such payment, and in case of foreclosure, shall be included in the judgment and decree to be entered therein.

PHOTOGRAPHED BY R. MC KINNON DEPUTY RECORDER





3 11 71

MAIL TO  
SAN DIEGO GAS & ELECTRIC CO.  
P. O. BOX 1031  
SAN DIEGO, CALIFORNIA  
ATTN. OF J. C. KENNEDY

TRANSMISSION  
SAN DIEGO GAS & ELECTRIC CO. 73706  
SIGNATURE *[Signature]*

EASEMENT OF RIGHT-OF-WAY

Location Number \_\_\_\_\_

To: James Fuquay

and \_\_\_\_\_ (husband and wife) (unmarried), GRANTOR, for and in consideration of ONE DOLLAR, to me in hand paid, the receipt whereof I do hereby acknowledge and am therewith fully satisfied and paid, do hereby grant and convey to MOUNTAIN EMPIRE ELECTRIC COOPERATIVE, INC., a corporation, GRANTEE, and to its successors and assigns, an easement of right of way in, upon and over my premises described as follows:

crossing a portion of the North one-half of Section 17, Twp. 17S., R. 7 East, S.E.M.

and in, upon, over and under all streets, ways or highways abutting said lands.  
TO LOCATE, place, erect, construct, reconstruct, maintain, repair and use for the transmission or distribution of electric energy and for all purposes connected therewith, a line of poles, wires, appurtenances and equipment constituting an electric transmission or distribution line or system, including guys, anchorage, cross-arms, braces and other fixtures necessary or useful in connection therewith; and to enter and re-enter on so much and such parts of said premises as may be reasonably necessary and convenient for such purposes;

AND FOR SAID PURPOSES, to cut and grade out native brush and growth for a space not more than thirty feet wide along each side of said transmission line location; and trees and shrubbery other than native growth to top and trim and to keep topped and trimmed to the extent necessary for the safe use of said electric line or system and for the safety of adjoining property; to cut down, from time to time, all dead, weak, leaning or dangerous trees and growth liable to blow or fall against said transmission line and equipment; and to do all things reasonably necessary and convenient for the preservation, safe use and operation and protection of the said system and easement; to enter upon and leave said location over and across grantor's property for purposes stated by any convenient way and by any means, equipment and conveyance.

Except under unusual conditions, the grantee will construct said line and system with single poles and so locate, secure and maintain poles and appurtenances as not to cause unreasonable interference with the ordinary and accustomed use of the land by the grantor.

The grantor covenants that he is the owner of the above described lands; that they are free of encumbrance and liens except as follows:

All words used herein in the singular shall include the plural and all words used herein in the masculine shall include the feminine.

All the terms, covenants and conditions herein contained shall extend to and include the heirs, administrators, executors, successors and assigns of the grantor.

IN WITNESS WHEREOF the grantor has hereunto set his hand and seal the 20th day of July, 1966.

Signed, sealed and delivered in the presence of:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 20th day of July, 1966, before me, O. M. Spear, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared James C. Fuquay, personally known to me to be the person whose name subscribed to the within instrument, and duly acknowledged me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year this certificate first above written.

NOTARY SEAL  
O. M. SPEAR  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SAN DIEGO COUNTY

*[Signature]*  
Notary Public in and for said County and State.  
O. M. SPEAR  
My Commission Expires July 5, 1968

NO 46667

17-77

3 11 71

46667  
BOOK 1971  
RECORDED PROOF OF  
SAN DIEGO GAS & ELECTRIC CO.  
MAR 11 10 16 AM '71

SAN DIEGO COUNTY, CALIF.  
HAWLEY F. ELSON  
RECORDER

\$2.00

No 46667

Recording Requested by:

When Recorded Mail To:

JAMES C. & WANDA E. FUQUAY  
P. O. Box 1136  
Boulevard, CA 92005

Mail Tax Statements To:

JAMES C. & WANDA E. FUQUAY  
P. O. Box 1136  
Boulevard, CA 92005

FILE/PAGE NO. 76-108066

BOOK 1976  
RECORDED REQUEST OF  
SAFECO TITLE INSURANCE COMPANY  
APR 13 8:00 AM '76

OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
HARLEY F. BLOOM  
RECORDER

PH. 611-090-09 (Space above this line for Recorder's Use)  
Code: 91000

Documentary Transfer Tax \$.55  
X Computed on Full Value of  
Property Conveyed  
Signature of Declarant or Agent  
Determining Tax

*James C. Fuquay*

*James C. Fuquay* Firm Name

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, LOUISE M. THOMAS, as Conservator of the Person and Estate of SIDNEY H. YOUNG, an unmarried man, does hereby remise, release and forever quitclaim to JAMES C. FUQUAY and WANDA E. FUQUAY, husband and wife, as joint tenants, real property in the County of San Diego, State of California, described as:

A 60 foot strip along the entire length of the Northern boundary of the following described real property:

The North half of the Southwest Quarter of Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey.

Reserving unto the Grantor, his successors in interest and assigns, an easement for the right of ingress and egress over said sixty foot strip to appurtenant real property of the Grantor and the right of the Grantor to grant said easement to others and the right to make improvements and repairs, over, under and upon said sixty foot strip, including, but not limited to the construction of roads, public or private, utility lines, above or below the surface of the ground, public or private water lines, above or below the surface of the ground, and sewer lines, including the right of maintenance or replacement of said improvements, but without being liable to undertake such improvements or repairs, nor to be liable or chargeable for the costs thereof.

This deed is made, executed and given pursuant to an order of the Superior Court of the State of California, in and for the County of San Diego, dated March 24, 1976, a certified copy of which order is attached hereto as EXHIBIT "A".

Dated: MARCH 24, 1976

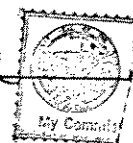
*Louise M. Thomas* Conservator of  
Louise M. Thomas the estate of  
*Sidney H. Young*

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO) ss.

On March 24, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared LOUISE M. THOMAS, Conservator of the Person and Estate of SIDNEY H. YOUNG, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

*My Comm.*  
Notary Public

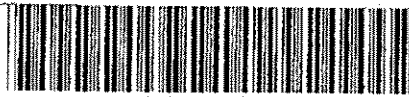


No. 108066

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532371





2002-0698092

DOC # 2002-0698092

AUG 16, 2002 4:59 PM

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:  
York A. Heimerdinger  
Tina M. Heimerdinger  
P.O. Box 555  
Pine Valley, CA 91962

028447

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 148.25  
OC: OC

A.P.N.: 611-091-02-00

Order No.: 546829

Space Above This Line for Recorder's Use Only

Escrow No.: 502-1905SS

**GRANT DEED**THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$107.25

- ☒ computed on full value of property conveyed, or  
☒ computed on full value less value of liens or encumbrances remaining at time of sale,  
☒ unincorporated area; [ ] City of Boulevard, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

**REAL ESTATE PARTNERSHIP NO. 2, A GENERAL PARTNERSHIP**

hereby GRANT(S) to

York A. Heimerdinger and Tina M. Heimerdinger, husband and wife as joint tenants

the following described property in the City of Boulevard, County of San Diego State of California;**Parcel A:**

The Northwest Quarter of the Southeast Quarter Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey thereof.

Reserving therefrom an easement and right of way for ingress and egress, road and public utility purposes, over, under, along and across the Northerly 30 feet thereof.

Said easement is hereby declared to be appurtenant and for the benefit of all present and future owners of APN'S 611-091-03 and 611-090-04.

**Parcel B:**

An easement and right of way for ingress and egress, road and public utility purposes over, under, along and across a 60 foot strip along the entire length of the Northern Boundary of the following described real property:

The North half of the Southwest Quarter of section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey.

APN: 611-091-02-00

August 14, 2002

028448

Real Estate Partnership No. 2, a  
General partnership

By: Vollie N. Waggoner Co-Trustee  
Vollie N. Waggoner, Co-Trustee of the  
Waggoner Family Trust dated April 4, 1983  
General Partner

By: Stanley J. Lloyd Trustee  
Stanley J. Lloyd, Trustee, AMCN Trust dated  
April 4, 1983  
General Partner

By: Abbie K. Waggoner Co-Trustee  
Abbie K. Waggoner, Co-Trustee of the  
Waggoner Family Trust dated April 4, 1983

By: Eckhardt A. Rusert  
Eckhardt A. Rusert

By: Marilyn Rusert  
Marilyn Rusert

By: Ernest S. Tucker  
Ernest S. Tucker

By: Joanne E. Tucker  
Joanne E. Tucker

By: Marjorie Ruth Rice Successor Trustee  
Marjorie Ruth Rice, Successor Trustee  
of the Rice Family Trust dated June 5, 1985

By: Robert M. Nakamura, Trustee  
Robert M. Nakamura, Trustee of Nakamura  
Family Trust dated August 27, 1975

By: Shigeyo Jane Nakamura, Trustee  
Shigeyo Jane Nakamura, Trustee of Nakamura  
Family Trust dated August 27, 1975

A.P.N.: 611-091-02-00

028449

STATE OF CALIFORNIA )  
COUNTY OF SAN Diego )

On August 14, 2002 before me, CHRISTINA BACA, Notary Public

personally appeared ROBERT M. NAKAMURA AND SHIGEYO JANE NAKAMURA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Christina Baca



This area for official notarial seal.



023450

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 COUNTY OF San Diego )

On August 14, 2002 before me, Elizabeth A. Bethel

personally appeared Vollie N. Waggoner and Abbie K. Wagonner

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Elizabeth A. Bethel*



**OPTIONAL SECTION**  
**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_

☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER \_\_\_\_\_

**SIGNER IS REPRESENTING:**

\_\_\_\_\_  
 Name of Person or Entity

\_\_\_\_\_  
 Name of Person or Entity

**OPTIONAL SECTION**

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028451

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Elizabeth A. Bethel

Commission No: 1341936 Commission Expires: 1-31-06

County where bond is filed: San Diego

Manufacturer or Vendor Number: NNA1  
(Located on both sides of the notary seal border)

Signature: [Signature] - First American Title Co.

Place of execution: San Diego, California

Dated: 08-16 - 2002

028452

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF San Diego )On August 15, 2002 before me, Christina Baca, Notary Public,  
personally appeared STANLEY J. LLOYD  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christina Baca

This area for official notarial seal.

---

 OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)
- ☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

## SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity\_\_\_\_\_  
Name of Person or Entity

---

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028453

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF San Diego )

On August 15, 2002 before me, Christina Baca, Notary Public  
personally appeared Eckhardt A. Rusert and Marilyn Rusert  
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christina Baca



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

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- ☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)
- ☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028454

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

San Diego

)SS

On

August 15, 2002

before me,

Christina Baca, Notary Public

personally appeared

Marjorie Ruth Rice

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Christina Baca



This area for official notarial seal.

---

 OPTIONAL SECTION  
 CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028455

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF San Diego )On August 15 2002 before me, Christina Baca, Notary Public  
personally appeared Ernest S. Tacker and Joanne E. Tacker  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christina Baca

This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER \_\_\_\_\_

## SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity\_\_\_\_\_  
Name of Person or Entity

## OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



028456

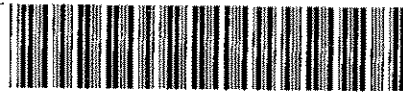
DOC # 2002-0698093

AUG 16, 2002 4:59 PM

RECORDING REQUESTED BY:

First American Title Co.

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 40.00



2002-0698093

128  
WHEN RECORDED, MAIL TO:  
YORK A. HEIMERDINGER  
P. O. BOX 555  
PINE VALLEY, CA 91962

ORDER NO.: 546829-8

## MEMORANDUM OF AGREEMENT



Recording requested by:

028457

When Recorded Mail to:  
York A. Heimerdinger  
PO Box 555  
Pine Valley, CA 91962

APN 611 090 04 00 and 611 091 02 00

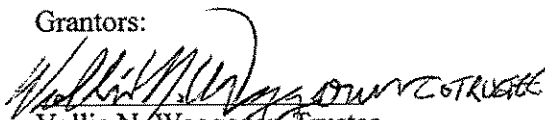
## MEMORANDUM OF AGREEMENT

Dated August 7, 2002

Real Estate Partnership No. 2, owners of property described as follows: the Northwest Quarter of the SouthHalf of the Northeast Quarter, Section 17, Township 17 South, Range 7 East, San Bernardino Meridian in the County of San Diego, State of California according to United States Government Survey thereof, *agree to convey to SDG&E an easement for SDG&E, Pacific Bell and all other utilities from Pole No. 445.134 upon request of York A. Heimerdinger and Tina M. Heimerdinger.* York A. Heimerdinger and Tina M. Heimerdinger who are owners of property described as Northwest Quarter of the Southeast Quarter Section 17, Township 17 South, Range 7 East, San Bernardino Meridian in the County of San Diego, State of California according to United States Government Survey thereof *at sometime in the future.* Said easement is subject to the final approval of the easement description all parties hereto.

This agreement shall be binding upon the successors in interest to Real Estate Partnership No. 2 and York A. Heimerdinger and Tina M. Heimerdinger.  
End of agreement.

Grantors:

  
Vollie N. Waggoner, Trustee  
General Partner

  
Stanley J. Lloyd, Trustee  
General Partner

Grantees:

  
York A. Heimerdinger

  
Tina M. Heimerdinger

Continued from Page 1:

028458

Grantors:

---

*Abbie K. Waggoner* Co-Trustee  
Abbie K. Waggoner, Trustee

*Eckhardt A. Rusert*  
Eckhardt A. Rusert

*Marilyn Rusert*  
Marilyn Rusert

*Ernest S. Tucker*  
Ernest S. Tucker

*Joanne E. Tucker*  
Joanne E. Tucker

*deceased*  
Gilbert Lawrence Rice, Co-Trustee

*Marjorie Ruth Rice* Co-Trustee  
Marjorie Ruth Rice, Co-Trustee

*Robert M. Nakamura*, Trustee  
Robert M. Nakamura, Trustee

*Shigeyo Jane Nakamura*, Trustee  
Shigeyo Jane Nakamura Trustee

028459

Order Number: DBO--546829  
Page Number: 4

### LEGAL DESCRIPTION

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

**Parcel A:**

The Northwest Quarter of the Southeast Quarter Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey thereof.

Reserving therefrom an easement and right of way for ingress and egress, road and public utility purposes, over, under, along and across the Northerly 30 feet thereof.

Said easement is hereby declared to be appurtenant and for the benefit of all present and future owners of APN's 611-091-03 and 611-090-04.

**Parcel B:** An easement and right of way for ingress and egress, road and public utility purposes over, under, along and across  
A 60 foot Strip along the entire length of the Northern boundary of the following described real property.

The North half of the Southwest Quarter of section 17, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey.

APN: 611-091-02-00

028460

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On 8-16-2002 before me, CHRISTINA BACA, NOTARY PUBLIC  
personally appeared YORK A. HEIMERDINGER AND TINA M. HEIMERDINGER\*\*\*\*\*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christina Baca



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

[ ] INDIVIDUAL

[ ] CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)

[ ] PARTNER(S) - [ ] LIMITED [ ] GENERAL

[ ] ATTORNEY-IN-FACT

[ ] TRUSTEE(S)

[ ] GUARDIAN/CONSERVATOR

[ ] OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028461

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF San Diego )On Aug. 15, 2002 before me, Christina Baca, Notary Public  
personally appeared Vollie N. Waggoner and Abbie K. Waggoner  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Christina Baca

This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

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☐ INDIVIDUAL☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

## OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028462

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF

San Diego )

On

August 15, 2002

before me,

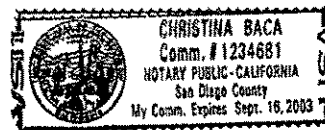
Christina Baca, NOTARY PUBLIC

personally appeared Stanley J. Lloyd (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Christina Baca



This area for official notarial seal.

---

 OPTIONAL SECTION  
 CAPACITY CLAIMED BY SIGNER

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☐ INDIVIDUAL☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of Person or Entity \_\_\_\_\_

Name of Person or Entity \_\_\_\_\_

---

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028463

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On AUGUST 15, 2002 before me, CHRISTINA BACA, NOTARY PUBLIC,  
personally appeared ECKHARDT A. RUSERT AND MARILYN RUSERT \*\*\*\*\*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Christina Baca*



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_
- ☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028464

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

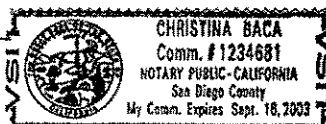
STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On 8-15-2002 before me, CHRISTINA BACA, NOTARY PUBLIC  
personally appeared ERNEST S. TUCKER AND JOANNE E. TUCKER\*\*\*\*\*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Christina Baca*



This area for official notarial seal.

OPTIONAL SECTION  
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- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S) \_\_\_\_\_
- ☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



028465

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On 8-15-2002 before me, CHRISTINA BACA, NOTARY PUBLIC  
personally appeared MARJORIE RUTH RICE  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Christina Baca*



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- [ ] INDIVIDUAL  
[ ] CORPORATE OFFICER(S) TITLE(S)  
[ ] PARTNER(S) - [ ] LIMITED [ ] GENERAL  
[ ] ATTORNEY-IN-FACT  
[ ] TRUSTEE(S)  
[ ] GUARDIAN/CONSERVATOR  
[ ] OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

028466

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )SS  
COUNTY OF SAN DIEGO )

On 8-15-2002 before me, CHRISTINA BACA  
personally appeared ROBERT M. NAKAMURA AND SHIGEYO JANE NAKAMURA\*\*\*\*\*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Christina Baca*



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)
- ☐ PARTNER(S) - ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

028467

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On 8-15-2002 before me, CHRISTINA BACA, NOTARY PUBLIC  
personally appeared ABBIE K. WAGGONER \*\*\*\*\*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Christina Baca*



This area for official notarial seal.

OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

[ ] INDIVIDUAL

[ ] CORPORATE OFFICER(S) \_\_\_\_\_ TITLE(S)

[ ] PARTNER(S) - [ ] LIMITED [ ] GENERAL

[ ] ATTORNEY-IN-FACT

[ ] TRUSTEE(S)

[ ] GUARDIAN/CONSERVATOR

[ ] OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

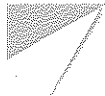
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_





5227

DOC # 2007-0764819



RECORDING REQUESTED BY:

Recording Requested By:  
FIRST AMERICAN TITLE  
National Commercial Services

DEC 11, 2007 10:59 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 26.00  
OC: NA

PAGES: 7

AND WHEN RECORDED MAIL TO:

Hamann Companies  
1000 Pioneer Way  
El Cajon, CA 92020



*TJL*  
*JP*  
*OCNA*  
*100*  
  
*Accommodation*

## GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ 0

This Grant of Easement is made November 26, 2007 by VISTA OAKS BUSINESS PARK L.P., a California Limited Partnership (herein "Grantor"), and to the benefit of HARMONY GROVE PARTNERS L.P., a California Limited Partnership, and TLC DEVELOPMENT L.P., a California Limited Partnership (herein "Grantees").

### RECITALS

WHEREAS, Grantor is the owner of certain real property identified as A.P.N. 611-090-02, 611-090-04, 611-091-03, 611-060-04 AND 611-091-09 and more fully described in the legal description attached hereto as "*Exhibit 1*" and incorporated herein by reference (hereinafter referred to as the Servient Tenement).

WHEREAS, Grantees, HARMONY GROVE PARTNERS L.P., a California Limited Partnership, is the owner of certain real property identified as A.P.N. 611-030-01-00, 611-070-01-00, 611-060-03-00 and 611-090-03-00 and TLC DEVELOPMENT L.P., a California Limited Partnership, is the owner of certain real property identified A.P.N. 611-070-03, each such property more fully described in the legal descriptions attached hereto as "*Exhibit 2*" and incorporated herein by reference (collectively and individually referred to as a Dominant Tenement).

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

1. **Grant of Easement.** Grantor hereby grants to each Grantee an easement as hereinafter described.
2. **Character of Easement.** The easement granted herein is non-exclusive and appurtenant to the Dominant Tenement. Any portion of the Easement not in actual use by the Dominant Tenement shall remain available for use by the Servient Tenement, including fencing but excluding permanent buildings, which use shall at no time become the basis for a claim of adverse possession. (hereinafter collectively referred to as the Dominant Tenement).

3. **Description of Easement.** The easement shall be for ingress and egress, roadway and utility purposes.

4. **Location.** The easement shall be sixty (60) feet in width. The location of the easement granted herein shall be as determined by the owner of the Servient Tenement within thirty (30) days of a written request by an owner of either Dominant Tenement. Such alignment shall be reasonable, balancing the present and foreseeable use of the Servient Tenement with the costs to the owner of the Servient Tenement for constructing the road or utility in the chosen alignment. Within sixty days after notice of the chosen alignment, the owner of the Dominant Tenement requesting alignment shall cause a registered civil engineer to prepare and present for approval by the owner of the Servient Tenement an amendment to this Easement attaching a formal description of the alignment which shall be marked as Exhibit 3, incorporated into the Amended Easement. The chosen alignment shall be final and shall be binding as the alignment for all Dominant Tenement properties from that time forward. Unless allowed by the owner of the Servient Tenement in its discretion, the Servient Tenement shall only be burdened with one alignment at any time. Once the alignment has been determined and prior to the use of the easement for roadway purposes, the owner of the Dominant Tenement requesting the alignment shall erect a six foot chain link fence along the edge of the area actually to be used for such roadway and shall at all times thereafter maintain such fence in good condition.

5. **Binding Effect.** This instrument shall be binding upon, and inure to the benefit of, the respective heirs, personal representatives, successors, and assigns of the parties hereto.

6. **Arbitration and Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the parties shall submit such dispute to binding arbitration according to the provisions of California Code of Civil Procedure Section 1280 et seq., or the successor provisions therefor. The prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs, including arbitration costs.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date set forth next to the signature of each.

GRANTOR:

VISTA OAKS BUSINESS PARK L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 

GRANTEE:

HARMONY GROVE PARTNERS L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 

TLC DEVELOPMENT L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 



## ALL - PURPOSE ACKNOWLEDGMENT

[illegible]

On 26 November, 2007, before me,  
Sylvia K. Harrison, Notary Public, personally  
appeared Jeffrey C. Hamann, personally known to me (or  
~~proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within  
instrument and acknowledged to me that he/~~she/they~~ executed  
the same in his/~~her/their~~ authorized capacity(ies), and that by  
his/~~her/their~~ signature(s) on the instrument, the person(s), or  
the entity upon behalf of which the person(s) acted, executed  
the instrument.

Witness my hand and official seal.

Sylvia K. Harrison



**CAPACITY CLAIMED BY  
SIGNER**

\_\_\_ Individual(s)  
 \_\_\_ Corporate \_\_\_\_\_  
 \_\_\_ Officer(s) \_\_\_\_\_  
     Title(s)  
 \_\_\_ Partner(s)  
 \_\_\_ Attorney-In-Fact  
 \_\_\_ Trustee(s)  
 \_\_\_ Subscribing Witness  
 \_\_\_ Guardian/Conservator  
 \_\_\_ Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies)

Entity(ies)  
TLC Development L.P.

Harmony Grove Partners L.P.

**Attention Notary:** Although the Information requested below is **Optional**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
MUST BE  
ATTACHED TO THE  
DOCUMENT

Title or Type of Document: GRANT OF EASEMENT  
Number of Pages: 5 (Including Notary Ack)  
Date of Document:

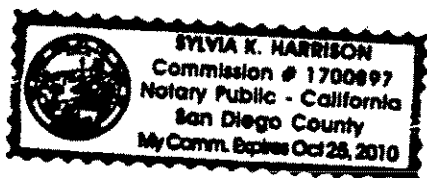
# ALL - PURPOSE ACKNOWLEDGMENT

State of California )  
 ) ss  
 County of San Diego )

On 26 November, 2007, before me,  
Sylvia K. Harrison, Notary Public, personally  
 appeared Gregg Hamann, personally known to me (~~or~~  
~~proved to me on the basis of satisfactory evidence~~) to be the  
 person(s) whose name(s) is/are subscribed to the within  
 instrument and acknowledged to me that he/~~she/they~~ executed  
 the same in his/~~her/their~~ authorized capacity(ies), and that by  
 his/~~her/their~~ signature(s) on the instrument, the person(s), or  
 the entity upon behalf of which the person(s) acted, executed  
 the instrument.

Witness my hand and official seal.

Sylvia K. Harrison



## CAPACITY CLAIMED BY SIGNER

5231

☐ Individual(s)  
☐ Corporate \_\_\_\_\_  
☐ Officer(s) \_\_\_\_\_  
 Title(s)  
☒ Partner(s)  
☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Subscribing Witness  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of Person(s) or  
 Entity(ies)

Vista Oaks Business Park L.P.

Attention Notary: Although the Information requested below is Optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
 MUST BE  
 ATTACHED TO THE  
 DOCUMENT

Title or Type of Document: GRANT OF EASEMENT  
 Number of Pages: 5 (Including Notary Ack)  
 Date of Document:

## EXHIBIT "1"

LEGAL DESCRIPTIONVISTA OAKS BUSINESS PARK L.P. PARCELS:

The East half of the Southwest quarter of Section 8; and the East Half of the Northwest quarter; and the Northeast quarter of the Southeast quarter; and the South half of the Northeast quarter and a sixty (60) foot strip along the entire length of the Northerly boundary of the North half of the Southwest quarter of Section 17, all in Township 17 South, Range 7 East, San Bernardino Meridian, according to the United States Government Survey.

Said property being described as Parcel "A" in a certificate of compliance recorded on February 9, 2001 as Instrument No. 01-0076862 of Official Records of said San Diego County.

An appurtenant easement and right of way for ingress and egress, road and public utility purposes, over, under, along and across the Northerly 30 feet of the Northwest quarter of the Southeast quarter Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, according to the United States Government Survey.

APN #611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00, 611-091-09-00

## EXHIBIT "2"

LEGAL DESCRIPTIONHARMONY GROVE PARTNERS L.P. PARCELS:

The Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 4, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 6, 1888.

APN #611-030-01

The Northeast Quarter; North Half of Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 8; the Northwest Quarter and the Southwest Quarter of Section 9; and the Northeast Quarter of the Northeast of Section 17; all in Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Survey approved September 6, 1880.

APN #611-070-01, 611-060-03 & 611-090-03

TLC DEVELOPMENT L.P. PARCEL:

The South Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 9, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 6, 1880.

APN #611-070-03



DOC # 2007-0764821



DEC 11, 2007 10:59 AM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 26.00  
OC: NA

PAGES: 7



RECORDING REQUESTED BY:

Recording Requested By:  
FIRST AMERICAN TITLE  
National Commercial Services

AND WHEN RECORDED MAIL TO:

TR  
7P  
OWA  
100r  
Hamann Companies  
1000 Pioneer Way  
El Cajon, CA 92020

5241

Accommodation

## GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ 2

This Grant of Easement is made November 26, 2007 by HARMONY GROVE PARTNERS L.P., a California Limited Partnership (herein "Grantor") and to the benefit of VISTA OAKS BUSINESS PARK L.P., a California Limited Partnership and TLC DEVELOPMENT L.P., a California Limited Partnership, (herein "Grantees").

### RECITALS

WHEREAS, Grantor is the owner of certain real property identified A.P.N. 611-070-01-00, 611-060-03-00 and 611-090-03-00, and more fully described in the legal description attached hereto as "**Exhibit 1**" and incorporated herein by reference (hereinafter referred to as the Servient Tenement).

WHEREAS, Grantees, VISTA OAKS BUSINESS PARK L.P., a California Limited Partnership is the owner of certain real property identified as A.P.N. 611-090-02, 611-090-04, 611-091-03, 611-060-04 and 611-091-09, and TLC DEVELOPMENT L.P., a California Limited Partnership, is the owner of the certain real property identified as A.P.N. 611-070-03 and more fully described in the legal description attached hereto as "**Exhibit 2**" and incorporated herein by reference (collectively and individually referred to as a Dominant Tenement).

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

1. **Grant of Easement.** Grantor hereby grants to each Grantee an easement as hereinafter described.
2. **Character of Easement.** The easement granted herein is non-exclusive and appurtenant to the Dominant Tenement. Any portion of the Easement not in actual use by the Dominant Tenement shall remain available for use by the Servient Tenement, including fencing but excluding permanent buildings, which use shall at no time become the basis for a claim of adverse possession. (hereinafter collectively referred to as the Dominant Tenement).

3. **Description of Easement.** The easement shall be for ingress and egress, roadway and utility purposes.

4. **Location.** The easement shall be sixty (60) feet in width. The location of the easement granted herein shall be as determined by the owner of the Servient Tenement within thirty (30) days of a written request by an owner of either Dominant Tenement. Such alignment shall be reasonable, balancing the present and foreseeable use of the Servient Tenement with the costs to the owner of the Servient Tenement for constructing the road or utility in the chosen alignment. Within sixty days after notice of the chosen alignment, the owner of the Dominant Tenement requesting alignment shall cause a registered civil engineer to prepare and present for approval by the owner of the Servient Tenement an amendment to this Easement attaching a formal description of the alignment which shall be marked as Exhibit 3, incorporated into the Amended Easement. The chosen alignment shall be final and shall be binding as the alignment for all Dominant Tenement properties from that time forward. Unless allowed by the owner of the Servient Tenement in its discretion, the Servient Tenement shall only be burdened with one alignment at any time. Once the alignment has been determined and prior to the use of the easement for roadway purposes, the owner of the Dominant Tenement requesting the alignment shall erect a six foot chain link fence along the edge of the area actually to be used for such roadway and shall at all times thereafter maintain such fence in good condition.

5. **Binding Effect.** This instrument shall be binding upon, and inure to the benefit of, the respective heirs, personal representatives, successors, and assigns of the parties hereto.

6. **Arbitration and Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the parties shall submit such dispute to binding arbitration according to the provisions of California Code of Civil Procedure Section 1280 et seq., or the successor provisions therefor. The prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs, including arbitration costs.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Grantor has executed this instrument on the date set forth next to the signature of each.

GRANTOR:

HARMONY GROVE PARTNERS L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 

GRANTEE:

VISTA OAKS BUSINESS PARK L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 

TLC DEVELOPMENT L.P.,  
a California Limited Partnership

Dated: 11/26/07

By: 



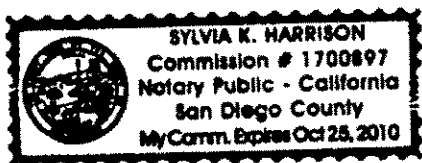
## ALL - PURPOSE ACKNOWLEDGMENT

State of California )  
 ) ss  
 County of San Diego )

On 26 November, 2007, before me,  
Sylvia K. Harrison, Notary Public, personally  
 appeared Jeffrey C. Harmon, personally known to me (or  
~~proved to me on the basis of satisfactory evidence~~) to be the  
 person(s) whose name(s) is/are subscribed to the within  
 instrument and acknowledged to me that he/~~she~~/they executed  
 the same in his/~~her~~/their authorized capacity(ies), and that by  
 his/~~her~~/their signature(s) on the instrument, the person(s), or  
 the entity upon behalf of which the person(s) acted, executed  
 the instrument.

Witness my hand and official seal.

Sylvia K. Harrison



## CAPACITY CLAIMED BY SIGNER

☐ Individual(s)  
☐ Corporate \_\_\_\_\_  
☐ Officer(s) \_\_\_\_\_  
 Title(s)  
☒ Partner(s)  
☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Subscribing Witness  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

## SIGNER IS REPRESENTING:

Name of Person(s) or  
 Entity(ies)

THC Development L.P.

Harmony Grove Partners L.P.

Attention Notary: Although the Information requested below is Optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
 MUST BE  
 ATTACHED TO THE  
 DOCUMENT

Title or Type of Document: GRANT OF EASEMENT  
 Number of Pages: 5 (Including Notary Ack)  
 Date of Document:

**5245**

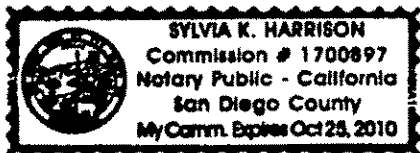
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State of California )  
 ) ss  
County of San Diego )

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Sylvia K. Harrison, Notary Public, personally  
appeared Gregg Hamann, personally known to me (or  
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instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument, the person(s), or  
the entity upon behalf of which the person(s) acted, executed  
the instrument.

Witness my hand and official seal.

Sylvia K. Harrison

**CAPACITY CLAIMED BY  
SIGNER**

\_\_\_ Individual(s)  
 \_\_\_ Corporate \_\_\_\_\_  
 \_\_\_ Officer(s) \_\_\_\_\_  
     Title(s)  
 X \_\_\_ Partner(s)  
 \_\_\_ Attorney-In-Fact  
 \_\_\_ Trustee(s)  
 \_\_\_ Subscribing Witness  
 \_\_\_ Guardian/Conservator  
 \_\_\_ Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies)

Vista Oaks Business Park L.P.

Attention Notary: Although the Information requested below is **Optional**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
MUST BE  
ATTACHED TO THE  
DOCUMENT

Title or Type of Document: GRANT OF EASEMENT  
Number of Pages: 5 (Including Notary Ack)  
Date of Document:

## EXHIBIT "1"

LEGAL DESCRIPTIONHARMONY GROVE PARTNERS L.P. PARCELS:

The Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 4, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 6, 1888.

APN #611-030-01

The Northeast Quarter; North Half of Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 8; the Northwest Quarter and the Southwest Quarter of Section 9; and the Northeast Quarter of the Northeast of Section 17; all in Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Survey approved September 6, 1880.

APN #611-070-01, 611-060-03 & 611-090-03

## EXHIBIT "2"

LEGAL DESCRIPTIONVISTA OAKS BUSINESS PARK L.P. PARCELS:

The East half of the Southwest quarter of Section 8; and the East Half of the Northwest quarter; and the Northeast quarter of the Southeast quarter; and the South half of the Northeast quarter and a sixty (60) foot strip along the entire length of the Northerly boundary of the North half of the Southwest quarter of Section 17, all in Township 17 South, Range 7 East, San Bernardino Meridian, according to the United States Government Survey.

Said property being described as Parcel "A" in a certificate of compliance recorded on February 9, 2001 as Instrument No. 01-0076862 of Official Records of said San Diego County.

An appurtenant easement and right of way for ingress and egress, road and public utility purposes, over, under, along and across the Northerly 30 feet of the Northwest quarter of the Southeast quarter Section 17, Township 17 South, Range 7 East, San Bernardino Meridian, according to the United States Government Survey.

APN #611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00, 611-091-09-00

TLC DEVELOPMENT L.P. PARCEL:

The South Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 9, Township 17 South, Range 7 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey approved September 6, 1880.

APN #611-070-03





Recording Requested By and  
When Recorded Return to:

DEC 02, 2011 10:52 AM

Winston & Strawn LLP  
101 California St., 39<sup>th</sup> Floor  
San Francisco, CA 94111

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 42.00

PAGES: 10



### MEMORANDUM OF OPTION AGREEMENT FOR LEASE

THIS MEMORANDUM OF OPTION AGREEMENT FOR LEASE (this "Memorandum") is dated and effective as of JUNE 9, 2011 (the "Effective Date"), between VISTA OAKS BUSINESS PARK L.P., a California limited partnership (together with their successors, and assigns, "Owner"), and RUGGED SOLAR LLC, a Delaware limited liability company (collectively, and together with their successors, and assigns, "Lessee").

1. Option Agreement for Lease. Owner and Lessee are parties to that certain Option Agreement for Lease dated as of the Effective Date (the "Agreement"). Owner hereby grants and under the Agreement, Owner granted to Lessee the exclusive right and option ("Option") to lease the real property of Owner described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Land"), and all radiant energy emitted from the sun upon, over and across such Land ("Solar Energy"), together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such Land or Solar Energy (collectively, the "Property"). Upon Lessee's exercise of the Option as described in the Agreement, Owner shall lease the Property or applicable portion thereof to Lessee ("Lease"), including, without limitation, the Solar Energy for Solar Energy Purposes (as defined below), in each case upon the terms and conditions set forth in the Agreement, all of which are incorporated herein by reference. During the Option Term (as defined below), Lessee and its consultants shall have the exclusive right to enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities (as defined below), including, without limitation, determining the feasibility of Solar Energy conversion and power generation on the Property, conducting studies of the Solar Energy emitted upon, over and across the Property, and other meteorological, archeological and environmental studies, land surveys and due diligence activities, and Owner shall comply with Section 14 below during the Option Term (defined below). In the event of inaccuracies in Exhibit A, Owner hereby grants Lessee the right to record an amendment to this Memorandum or a corrected Memorandum to correct the inaccuracies.

2. Exercise of Option. Lessee may exercise the Option at any time during the Option Term (defined below), as to the Property by delivering written notice to Owner of Lessee's election to lease the Property ("Notice of Exercise"). Upon the date the Notice of Exercise is delivered to Owner (the "Lease Effective Date"), the Lease and all of the other rights, easements and provisions of this Agreement shall become immediately effective and binding on Lessee, Owner, and the Property, without any further act or action of either Party.

3. Addresses. All notices, requests and communications required or permitted by the Agreement shall be addressed as follows:

If to Owner:

Vista Oaks Business Park L.P.  
c/o Hamann Companies  
Attn: John Gibson  
1000 Pioneer Way  
El Cajon, California 92020  
Phone: (619) 440-7424

If to Lessee:

Rugged Solar LLC  
c/o Soitec Solar, Inc.  
4259 Executive Square, Suite 770  
La Jolla, CA 92037  
Attention: Michael Armstrong

4. Purposes. Under the Lease, Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("**Solar Energy Purposes**") and to derive all profits therefrom. Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "**Solar Generating Equipment**"), overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological towers and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively "**Solar Facilities**") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Subject to Owner's rights to use the Property in any manner consistent with the Agreement, Lessee shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

5. Term. The term of the Option ("**Option Term**") shall commence upon the Effective Date and continue until the first to occur of (i) the date Lessee delivers a Notice of Exercise to Owner, (ii) the date upon which this Agreement is terminated by Lessee in accordance with Section 12.1 of the Agreement, (iii) the date upon which Owner terminates this Agreement pursuant to Section 3.2 or Section 12.2 of the Agreement. If Lessee delivers a Notice of Exercise to Owner, the term of the Lease pertaining to such Notice of Exercise shall automatically commence without further action by Owner or Lessee, and shall continue until the thirtieth (30<sup>th</sup>) anniversary ("**Initial Lease Term**") of the first day of the month following the month in which Solar Facilities on the Property commence operation by delivering commercial quantities of electricity to the electric utility grid (the "**Commercial Operation Date**"). Lessee may extend the Initial Lease Term for one additional term (the "**Extension Term**"),

which term shall commence on the day immediately following the last day of the Initial Lease Term and continue for a period of four years and three hundred and sixty days thereafter, by delivering written notice to Owner at least 90 days prior to the last day of the Initial Lease Term. As used herein, "**Term**" means the Initial Lease Term and the Extension Term, collectively. If Lessee elects to extend the Initial Lease Term has provided in this Section, Owner shall, upon Lessee's request, execute and deliver to Lessee a recordable memorandum, in form and substance reasonably satisfactory to Lessee, evidencing the Extension Term, and Lessee shall be authorized to record such memorandum in the official real property records of the County in which the Land is located (the "**Official Records**").

6. Termination by Owner. If Lessee has not delivered a Notice of Exercise to Owner and commenced construction of Solar Facilities on the Property ("**Start of Construction**") prior to the third (3<sup>rd</sup>) anniversary of the Effective Date, Owner may terminate the Option by notice to Lessee within sixty (60) days of such anniversary. Notwithstanding the foregoing to the contrary, if, on or before the third (3<sup>rd</sup>) anniversary of the Effective Date, Lessee has requested all interconnection studies and filed for all discretionary permits that would be required for the Start of Construction as to the Property, Owner may not terminate the Option as to the applicable portion of the Property until one (1) year after the third (3<sup>rd</sup>) anniversary of the Effective Date and, if the Start of Construction has not occurred by the end of such one-year period, Owner may terminate the Option as to the applicable portion of the Property by written notice to Lessee within sixty (60) days following the last day of such one (1) year period.

7. Ownership. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time.

8. Construction Easement. Owner hereby grants to Lessee an easement effective as of the Lease Effective Date in, over and across the Property ("**Construction Easement**") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. The Construction Easement shall run with the Land, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of the term of the Agreement.

9. Access Easement. Owner grants to Lessee effective as of the Lease Effective Date the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Land, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon the latter of the termination or expiration of the term of the Agreement.

10. Transmission Easement. Owner grants to Lessee an exclusive easement effective as of the Lease Effective Date ("**Transmission Easement**") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Lessee or



others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. The Transmission Easement shall expire upon termination or expiration of the term of the Agreement.

11. Assignees. Lessee and any Assignee (as hereinafter defined) have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to the Agreement, the Option, the Lease, the Property and/or the Solar Facilities: (i) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (ii) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (iii) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. For these purposes, an “**Assignee**” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or Lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of the Project or any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

12. Leasehold Mortgages. In the event that any mortgage, deed of trust or other security interest in all or any portion of Lessee’s or any Assignee’s interest in the Lease, the Property, the Agreement or in any Solar Facilities is entered into by Lessee or any Assignee (a “**Leasehold Mortgage**”), then any person who is the mortgagee of a Leasehold Mortgage shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in the Agreement.

13. Non-exclusive Grant of Rights. Owner grants to Lessee a non-exclusive right, privilege, license and interest covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

14. Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Agreement. Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of

Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted under the Agreement. Without limiting the generality of the foregoing, the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing.

15. Conflicts. This instrument is intended only as a memorandum of the option for lease. In the event of any direct conflict between the Agreement and this Memorandum, the terms of the Agreement shall prevail. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions contained in the Agreement.

16. Successors and Assigns. Subject to the following sentence, the Agreement shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other permitted transfer, any Assignee, and their respective transferees, successors and assigns, and all persons claiming under them. Provided that any contemplated transfer or conveyance will not impair or interfere with Lessee's rights under the Agreement, Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, so long as Owner causes any such transferee, as a condition to such transfers and conveyances, to (i) deliver three executed and acknowledged Memoranda of Lease into escrow with Lessee upon the date such transferee takes title to the Property, and (ii) enter into an agreement with Lessee pursuant to which such transferee (x) agrees that in the event Lessee encounters any issue that prevents Lessee from recording a Memorandum of Lease in the Official Records after delivering a Notice of Exercise, such transferee, on behalf of itself and its successors and assigns and promptly after receipt of Lessee's request therefor, shall execute and acknowledge a replacement Memorandum of Lease prepared by Lessee that resolves such recordation issue, and (y) grants Lessee an irrevocable power of attorney coupled with an interest to execute and acknowledge a replacement Memorandum of Lease for such purpose, and (z) authorizes Lessee to record such Memorandum of Lease in the Official Records in the event such transferee fails to execute, acknowledge and deliver to Lessee such replacement Memorandum of Lease within thirty (30) days after receipt of written request therefor from Lessee. Lessee shall not be authorized to record any Memorandum of Lease it is holding in escrow unless and until it has delivered a Notice of Exercise, upon which event Lessee shall be authorized to record a Memorandum of Lease in the Official Records. In the event of any inaccuracy in Exhibit A to the Memorandum of Lease, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

17. Counterparts. This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Remainder of Page Blank]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties have duly executed this Memorandum of Option Agreement for Lease the day and year first above written.

“

“Owner”

**VISTA OAKS BUSINESS PARK L.P.,**  
a California limited partnership

By: HS Vista Oaks, Inc.  
a California corporation  
Its: general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*JEFFREY C. HANNAN*  
*PRESIDENT*

[Signature Pages Continue]

ACKNOWLEDGEMENT

State of California  
County of San Diego

On 14 June 2010 before me, Sylvia K. Harrison, Notary Public (insert name and title of the officer) personally appeared Jeffrey C. Hamann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sylvia K. Harrison (Seal)

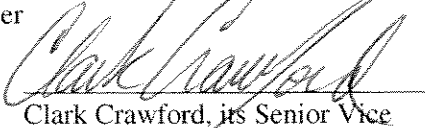


Acknowledgement

"Lessee"

**RUGGED SOLAR LLC**, a Delaware limited liability company

By: Soitec Solar Development LLC, its sole member

By:   
Clark Crawford, its Senior Vice President

[Acknowledgments Follow]

## ACKNOWLEDGEMENT

State of California

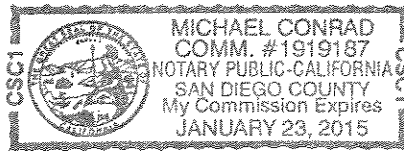
County of San Diego )

On November 3, 2011 before me, Michael Conrad, Notary Public (insert name and title of the officer) personally appeared Clark Crawford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Acknowledgement

EXHIBIT A  
to Memorandum of Option Agreement for Lease

**DESCRIPTION OF LAND**

Real property in the unincorporated area of the County of San Diego, State of California,  
described as follows:

**PARCEL 1:**

PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 9, 2001 AS INSTRUMENT NO. 2001-0076862 OF OFFICIAL RECORDS, AND DESCRIBED THEREIN AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8; AND THE EAST HALF OF THE NORTHWEST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND A SIXTY (60) FOOT STRIP ALONG THE ENTIRE LENGTH OF THE NORTHERLY BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, ALL IN TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

**PARCEL 2:**

AN APPURTENANT EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND PUBLIC UTILITY PURPOSES, OVER, UNDER, ALONG AND ACROSS THE NORTHERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, TOWNSHIP 17 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY.

**PARCEL 3:**

EASEMENTS AND RIGHTS AS SET FORTH IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED DECEMBER 11, 2007 AS INSTRUMENT NO. 2007-0764821, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

APN: 611-090-04-00, 611-091-03-00, 611-090-02-00, 611-060-04-00 and 611-091-09-00

Legal Description